



LICENSE AGREEMENT

This agreement made as of [Click to enter a date.](#)

B E T W E E N:

The Incumbent and Churchwardens of [Name of Parish.](#)
(the “Licensor”)

OF THE FIRST PART

- and -

[Name of Licensee.](#)
(the “Licensee”)

OF THE SECOND PART

WITNESSES that in consideration of the fees to be paid and the mutual covenants to be observed and performed by each of the parties, the parties agree as follows:

1. During the period of [Pick a time-frame](#) commencing on [Click to enter a start date](#), and ending on [Click to enter an end date](#), and for so long as the license fees referred to in section 2 and all other amounts payable hereunder by the Licensee are paid in a timely way and the Licensee complies with such reasonable rules as are established from time to time by the Licensor and otherwise subject to the terms hereof, the Licensor hereby permits the Licensee to use those parts of the Licensor’s building municipally known as [Enter parish address](#) (the “Building”), as described in Schedule “A” hereto (such parts of the Building and all means of access thereto being hereinafter collectively referred to as the “Licensed Areas”).

If the Licensee shall continue to use the Licensed Areas following the expiry of the term set out above, such use shall be on the same terms and conditions as are contained herein, provided that the Licensor shall have the right, upon 30 days notice to the Licensee, to terminate this agreement.

2. The Licensee shall pay to the Licensor a license fee for its use of the Licensed Areas in accordance with the provisions of Schedule “B” hereto.
3. The Licensed Areas shall be used by the Licensee only for the purposes set out in Schedule “C” hereto, and for no other purpose whatsoever.

4. (a) The Licensee shall pay directly to the appropriate authority, or to the Licensor if the Licensor shall so direct, all taxes, levies, charges, rates or assessments (including without limitation property taxes) levied or assessed against the Licensor or the Licensee or in respect of the Licensor's lands and the Building, in respect of or arising or resulting from the Licensee's use and occupation of the Licensed Areas.

(b) The Licensee shall pay directly to the appropriate utility providers, or to the Licensor if the Licensor shall so direct, the cost of all utilities consumed by the Licensee in respect of the operations of the Licensee, including without limitation the cost of heating, electrical power and water.
5. (a) The Licensor shall not be liable for any loss or damage sustained by the Licensee resulting directly or indirectly from the use of the Licensed Areas or any part thereof or for any reason at any time whether during or after the term of this agreement, nor shall it be liable for any loss of or damage to the Licensed Areas however occasioned except if such loss or damage is caused by the negligence or wilful act of the Licensor or anyone for whom the Licensor is at law responsible. The Licensee shall be liable for all loss or damage caused to the Licensed Areas by the operations of the Licensee and by the negligence or wilful act of the Licensee or anyone for whom the Licensee is at law responsible. The Licensee shall not commit or permit any waste, injury or damage to the Licensed Areas, or anything which shall constitute a nuisance, during its use and occupation of the Licensed Areas.

(b) The Licensee shall indemnify and save the Licensor harmless from and against any and all costs, expenses, claims and demands arising from any default hereunder by the Licensee, and any and all claims by or on behalf of any person, firm or corporation arising from the operations of the Licensee in the Licensed Areas and from any act or negligence of the Licensee or any agent, contractor, servant, employee, customer or invitee of the Licensee or any other party for whom the Licensee is at law responsible, and from and against all costs, fees, expenses and liabilities arising from or incurred in respect of any such claim or any action or proceeding brought thereon.
6. (a) The Licensee shall obtain and carry (a) "all risks" direct damage insurance covering all property of the Licensee (including without limitation personal property and fixed property which might otherwise constitute improvements to the Licensed Areas), in an amount equal to full replacement value; (b) commercial general liability insurance against claims for personal injury, death or property damage arising out of all operations of the Licensee or any of its agents, employees, contractors or persons for whom the Licensee is at law responsible, in amounts as required by the Licensor but in no event less than [Pick insurance](#) per occurrence, and **shall include each of the Licensor and The Incorporated Synod of the Diocese of Toronto as an additional insured**; and (c) any other coverage that the Licensor may reasonably request. All such insurance shall be on such terms and with such insurers as are approved by the Licensor, acting reasonably, and shall include a clause requiring that at least 30 days notice be given to the Licensor of any cancellation or material change in coverage. The Licensee shall promptly deliver to the Licensor copies of all such insurance policies or certificates of insurance and renewal, evidencing such insurance coverage.

(b) The Licensee shall not do or permit to be done upon the Licensed Areas anything which shall cause the rate of insurance upon the Building to be increased, and if such rate of

insurance shall be increased by reason of anything done or committed or permitted to be done or committed by the Licensee, or by anyone permitted by the Licensee to be upon the Licensed Areas, the Licensee shall pay to the Licensors on demand, the amount of such increase. The Licensee will comply in every respect with the rules and regulations, if any, of the Insurance Bureau of Canada (IBC) or any successor or substitute body, and with the requirements communicated to the Licensee of the Licensors' insurance company or companies having policies insuring the Building or the use thereof.

7. The Licensee shall return the Licensed Areas to a clean and tidy condition after each occasion of its use thereof.
8. The Licensee agrees not to impede in any way the officers, employees or agents of the Licensors in the exercise by them of the Licensors' rights of control of the Licensed Areas and, in particular, to give all reasonable assistance and facilities to such officers, employees or agents for repair, construction, renovation, alteration or maintenance at any time of the Licensed Areas.
9. The Licensed Areas, including all means of access thereto, will at all times be and remain subject to the exclusive control and authority of the Licensors, and the Licensors may establish such reasonable rules relating to the use of the Licensed Areas as it may from time to time see fit.
10.
 - (a) The Licensee shall not be entitled to make any alterations, changes, additions, deletions, improvements or any other work in or to the Licensed Areas without the consent of the Licensors, which consent may be unreasonably withheld.
 - (b) From time to time, the Licensors may make alterations, changes, additions, deletions, improvements or any other work in and to the Licensed Areas or any part thereof.
 - (c) If the Licensed Areas or any part or parts thereof become damaged or destroyed, the Licensors shall have the right to terminate this agreement upon written notice to the Licensee.
11. The parties agree to use their best efforts to resolve any disputes which may arise in respect of the Licensee's use and occupation of the Licensed Areas and all other matters arising from this agreement. Each party shall appoint representatives for the purpose of ensuring that effective communication is established and the parties agree that their respective representatives as of the date hereof are as set out in Schedule "D" hereto. The representatives of the parties shall meet from time to time to consider and discuss any matters pertaining to this agreement.
12.
 - (a) The Licensee shall, at the Licensee's sole expense, comply with all laws, orders, ordinances and regulations of federal, provincial or municipal authorities and with any direction made pursuant to law or by any public officer or officers, which relate to the Licensee's use and occupation of the Licensed Areas (collectively, the "Laws").
 - (b) If at any time during the term of this agreement, either party receives notice that the Licensed Areas fail to comply with any Laws, the Licensee will immediately take steps

to correct any deficiencies, at the Licensee's sole expense, provided the Licensors shall first have approved such steps, acting reasonably.

13. The Licensee agrees:

- (a) to pay the license fees and all other moneys in accordance with the terms of this agreement;
- (b) to comply with the terms and conditions of this agreement;
- (c) to observe the rules and regulations of the Licensors in respect of the Licensed Areas and, in this regard, the Licensee acknowledges receipt of a copy of the Sexual Misconduct Policy of the Anglican Diocese of Toronto, that it understands the contents of such Policy, and agrees, in its use of the Licensed Areas, to comply with, and to cause its staff and volunteers to comply with, such Policy;
- (d) to obtain, at its expense, all licenses and permits which may be required for the operations of the Licensee;
- (e) to forthwith make all repairs and/or replacements to the Licensed Areas which may arise from or be caused by the operations of the Licensee or those for whom it is at law responsible; and
- (f) that if the Licensee's use of the Licensed Areas involves any interaction with minors or vulnerable adults (as determined by the Licensors, acting reasonably), the Licensee shall ensure that:
 - (i) two persons, each of whom is at least 18 years old and not related to the other, shall be present at all times during all activities, and
 - (ii) all activities shall be conducted in open and visible areas within the Licensed Areas.

14. The Licensee shall have the right, at any time, upon [Pick](#) days notice to the Licensors, to terminate this agreement without any further obligation to pay the license fee pursuant to section 2 hereof.

The Licensors shall have the right, at any time, upon [Pick](#) days notice to the Licensee, to terminate this agreement.

The Licensors shall have the right to terminate this agreement if:

- (a) the Licensee shall be in default in the payment of the license fees hereunder and such default continues for a period of five (5) days after written notice by the Licensors to the Licensee specifying such default; or
- (b) the Licensee shall be in default in the observance or performance of any provision hereof and such default has not been remedied or continuous diligent efforts to

remedy same have not been taken within fifteen (15) days after written notice by the Licensors to the Licensee specifying such default; or

- (c) the Licensee defaults in the performance of any of its other obligations hereunder and such default cannot be remedied by the Licensee; or
- (d) the Licensee becomes insolvent or makes an assignment for the benefit of creditors or in bankruptcy, or proceedings are commenced against the Licensee pursuant to the *Bankruptcy and Insolvency Act* (Canada), or if the Licensee is declared bankrupt, or takes the benefit of any legislation that may be in force for bankrupt or insolvent debtors or if any other proceedings are taken by or against the Licensee under any winding-up legislation, or if the Licensee makes any sale of its assets under the *Bulk Sales Act* (Ontario).

In addition to such right of termination, the Licensors shall also be entitled to pursue all other remedies available to it, whether hereunder or at law, arising as a result of the occurrence of any of the foregoing events.

15. Any notice, request or demand required, permitted or desired to be given hereunder shall be sufficiently given if delivered as follows:

if to the Licensors, at: [Name of Parish](#)

[Parish Address](#)

Attention: [Main Parish Contact](#)

if to the Licensee, at: [Name of Licensee](#)

[Licensee Address](#)

Attention: [Main Licensee Contact](#)

16. The parties each agree to execute such further assurances and do such other acts, each at their own expense, as may reasonably be required to carry out the proper intent of this agreement.
17. This license constitutes a personal agreement between the parties and no right hereunder is capable of assignment or transfer by the Licensee, and nothing herein shall be construed as creating an interest in land or any greater right than a license personal between the parties.

[remainder of page intentionally left blank]

18. The Licensee acknowledges that there are no representations, warranties, agreements or conditions forming part of or relating to this agreement, save as expressly set out in this agreement, and this agreement (including the schedules attached) constitutes the entire agreement between the parties relating to the subject matter of this agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement.

[LICENSOR]

By: _____
Name: [Name of Incumbent](#)
Title: Incumbent

By: _____
Name: [Name of Churchwarden 1](#)
Title: Churchwarden

By: _____
Name: [Name of Churchwarden 2](#)
Title: Churchwarden

[LICENSEE]

By: _____
Name: [Licensee Main Contact](#)
Title: [Licensee Title](#)

By: _____
Name: [Licensee 2nd Contact *\(if applicable\)*](#)
Title: [Licensee 2nd Contact Title](#)

SCHEDULE “A”

Licensed Areas

Describe in detail the area(s) on the Building which the Licensee is entitled to use.

SCHEDULE “B”

License Fees

Outline all amount to be paid by the Licensee, when and how often they are to be paid.

SCHEDULE “C”
Permitted Uses

Describe in detail EXACTLY what the Licensed Areas can be used for; and if of concern, also describe what the Licensed Areas CANNOT be used for.

SCHEDULE “D”
Representatives

[Note for Completion: set out names of representatives from each of the Licensor and the Licensee to be established as the initial contacts]

LICENSOR CONTACTS

Parish Main Contact

Name: [Enter text](#)
Title: [Enter text](#)
Phone: _____ Ext.: _____
Email: [Enter text](#)

Parish Secondary Contact

Name: [Enter text](#)
Title: [Enter text](#)
Phone: _____ Ext.: _____
Email: [Enter text](#)

LICENSEE CONTACTS

Licensee Main Contact

Name: [Enter text](#)
Title: [Enter text](#)
Phone: _____ Ext.: _____
Alt. Phone: _____ Ext.: _____
Email: [Enter text](#)

Licensee Secondary Contact *(if applicable)*

Name: [Enter text](#)
Title: [Enter text](#)
Phone: _____ Ext.: _____
Alt. Phone: _____ Ext.: _____
Email: [Enter text](#)